

**Meet and Confer Agreement Between  
The City of Denton  
and  
Denton Police Officers Association**

**Fiscal Years 2015-2016; 2016-2017; 2017-2018; and 2018-2019**

## TABLE OF CONTENTS

DEFINITIONS.....	2
ARTICLE 1 AUTHORITY AND RECOGNITION .....	3
ARTICLE 2 HIRING.....	4
ARTICLE 3 PROMOTION .....	7
ARTICLE 4 APPOINTMENT OF PERSONNEL .....	11
ARTICLE 5 DISCIPLINE.....	12
ARTICLE 6 CHANGE IN SHIFT ASSIGNMENT.....	13
ARTICLE 7 COMPENSATION .....	14
ARTICLE 8 COURT TIME AND CALL BACK .....	16
ARTICLE 9 ASSIGNMENT PAY AND SPECIALTY PAYS .....	17
ARTICLE 10 SAFETY AND HEALTH.....	20
ARTICLE 11 CIVIL SERVICE COMMISSION.....	22
ARTICLE 12 LABOR/MANAGEMENT RELATIONS.....	23
ARTICLE 13 CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE...	24
ARTICLE 14 TERM OF AGREEMENT.....	28
ARTICLE 15 SAVINGS CLAUSE AND PREEMPTION PROVISION.....	29
EXHIBIT A PANEL OF ARBITRATORS .....	31

## DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Denton Police Officers Association and the City of Denton.
2. "Association" means the Denton Police Officers Association, its elected leaders and its collective membership.
3. "City" means the City of Denton, its mayor, city council members, city manager, police chief and those persons designated by the City of Denton to manage the city and its police department.
4. The term "commission" means the Denton Fire Fighters' and Police Officers' Civil Service Commission.
5. The term "days" refers to calendar days unless otherwise specified.
6. The term "Department" means the Denton Police Department.
7. The term "Department head" means the Chief of the Denton Police Department, designee, or an acting Chief of the Denton Police Department.
8. The term "director" means the director of the Denton Fire Fighters' and Police Officers' Civil Service Commission.
9. The term "Local Rule" means the Local Rules and Regulations of the Denton Fire Fighters' and Police Officers' Civil Service Commission.
10. The term "Officer" means a member of the Denton Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
11. "Parties" means the City of Denton and the Denton Police Officers Association.

## ARTICLE 1

### AUTHORITY AND RECOGNITION

The City of Denton recognizes the Denton Police Officers Association as the sole and exclusive bargaining agent for the covered Police Department police officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under subsection (b) of section 142.058 of the Texas Local Government Code, in accordance with subchapter B of Chapter 142 of the Texas Local Government Code and the petition. It is intended to include all permanent paid employees of the Police Department who have been hired in substantial compliance with provisions of Chapter 143 of the Texas Local Government Code but does not include civilians or other employees. It is not intended to deny local control by the City except as provided by this Agreement under section 142.059 of the Texas Local Government Code.

In consideration of this authority, the Denton Police Officers Association agrees to act impartially and without discrimination on behalf of all affected police officers, irrespective of their membership status in the Denton Police Officers Association.

## ARTICLE 2

### HIRING

#### **Section 1. Department List**

In this Article "Department List" shall mean the list of applicants who made a passing grade on the written examination ranked from highest to lowest including any applicable military points, and tiebreakers applied to a passing grade, and shall not mean the eligibility list from which an applicant may be appointed.

#### **Section 2. Application of Certifications**

a. From the Department List, the Department head or designee shall identify the persons with a score of 90-105 and identify those persons as Group A. Within Group A, the Department head or designee shall identify the persons holding a Texas Peace Officer Certification in the following rank order highest to lower: Master Peace Officer Certificate, Advanced Peace Officer Certificate, Intermediate Peace Officer Certificate and Basic Peace Officer Certificate above those without a Texas Peace Officer Certification within Group A on the Department List.

b. From the Department List, the Department head or designee shall identify the persons with a score of 80-89 and identify those persons as Group B. Within Group B, the Department head or designee shall identify the persons with a Texas Peace Officer Certification and rank those persons according to the level of their Texas Peace Officer Certification in the following rank order highest to lowest: Master Peace Officer Certificate, Advanced Peace Officer Certificate, Intermediate Peace Officer Certificate and Basic Peace Officer Certificate above those without a Texas Peace Officer Certification within Group B on the Department List.

c. From the Department List, the Department head or designee shall identify the persons with a score of 70-79 and identify those persons as Group C. Within Group C, the Department head or designee shall identify the persons with a Texas Peace Officer Certification and rank those persons according to the level of their Texas Peace Officer Certification in the following rank order highest to lowest: Master Peace Officer Certificate, Advanced Peace Officer Certificate, Intermediate Peace Officer Certificate and Basic Peace Officer Certificate above those without a Texas Peace Officer Certification within Group C on the Department List.

d. Once the Department head or designee completes the ranking according the certification under his section, the list will be referred to as the "certification list" and will be forwarded to the commission. The director shall certify the list, making it the "eligibility list," and shall provide to the municipality's Department head, or designee, the names of the persons on the eligibility list.

#### **Section 3. Selection for Beginning Positions**

a. From those persons holding a Texas Peace Officer Certification ranked within Group A, the Department head shall appoint the person highest on the eligibility list if that person has otherwise satisfied all of the requirements for eligibility for a beginning position in the Police

Department unless passed over under section 143.026 of the Texas Local Government Code. The Department head or designee shall process in descending order the remainder of persons holding a Texas Peace Officer Certification for any additional beginning positions to be filled.

b. Once the remainder of the persons holding a Texas Peace Officer Certification in Group A is exhausted, the remainder of the persons in Group A shall be processed if there are additional beginning positions to be filled. The remainder of persons in Group A that do not hold a Texas Peace Officer Certification will be processed in descending order based upon their rank on the eligibility list.

c. If there are additional beginning positions to be filled after steps a and b are completed above, from those persons holding a Texas Peace Officer Certification ranked with Group B, the Department head shall appoint the person highest on the eligibility list if that person has otherwise satisfied all of the requirements for eligibility for a beginning position in the Police Department unless passed over under section 143.026 of the Texas Local Government Code. The Department head or designee shall process in descending order the remainder of persons holding a Texas Peace Officer Certification for any additional beginning positions to be filled.

d. Once the remainder of the persons holding a Texas Peace Officer Certification in Group B is exhausted, the remainder of the persons in Group B shall be processed if there are additional beginning positions to be filled. The remainder of persons in Group B that do not hold a Texas Peace Officer Certification will be processed in descending order based upon their rank on the eligibility list.

e. If there are additional beginning positions to be filled after steps c and d are completed above, from those persons holding a Texas Peace Officer Certification ranked within Group C, the Department head shall appoint the person highest on the list if that person has otherwise satisfied all of the requirements for eligibility for a beginning position in the Police Department unless passed over under section 143.026 of the Texas Local Government Code. The Department head or designee shall process in descending order the remainder of persons holding a Texas Peace officer Certification for any additional beginning positions to be filled.

f. Once the remainder of the persons holding a Texas Peace Officer Certification in Group C is exhausted, the remainder of the persons in Group C shall be processed if there are additional beginning positions to be filled. The remainder of persons in Group C that do not hold a Texas Peace Officer Certification will be processed in descending order based upon their rank on the eligibility list.

#### **Section 4. Commission Rules and Statutory Override**

a. The commission shall adopt Local Rules in accordance with this article.

b. Sections 1, 2 and 3 of this article shall supercede section 143.025 of the Texas Local Government Code to allow for the creation of the eligibility list to be based upon Texas Peace Officer Certifications after passing the written examination in accordance with this article, and section 143.026 to provide for appointment and notification of a pass-over by the Department head using the process outlined in Sections 1, 2 and 3 of this article.

#### **Section 5. Probationary Period**

A person appointed to a beginning position in the Police Department must serve a probationary period of 18 months beginning on that person's date of employment as a police officer, or academy trainee. This section of the article shall supercede Sections 143.027(a) and 143.027(b) of the Local Government Code.

#### **Section 6. Reappointment after Resignation**

The commission shall adopt Local Rules to allow an Officer who voluntarily resigns from the Department and meets the eligibility requirements for a vacant position to be reappointed to the Department at the sole discretion of the Department head. For purposes of this section, the age eligibility requirement provided for in section 143.023(c) shall not apply. This section of the article shall supercede Sections 143.023(c) of the Local Government Code.

### ARTICLE 3

#### PROMOTION

##### **Section 1. Promotions to Sergeant Rank**

- a. **Time In Rank Pre-Requisite.** An Officer is not eligible for promotion to Sergeant rank unless the Officer has served in the Department in the next lower rank for at least three years immediately before the examination date. This section supercedes section 143.031 of the Texas Local Government Code to increase the requisite time of service to a three year pre-requisite in the next lower rank before taking the Sergeant promotional examination.
- b. **Limited Scope of Appeal.** Appeals to the commission under section 143.034 of the Texas Local Government Code shall be limited to quoted source material attributable to the referenced examination question. This section supercedes section 143.034(a) to limit appeals only to the written examination and limit the written examination scope of appeal to only quoted source material attributable to the referenced examination question.

##### **Section 2. Promotions to Lieutenant Rank**

- a. **Intent.** In adopting this article, the Parties agree to implement a promotional system for Lieutenant rank using a Research Project in addition to the written examination. The Parties believe the addition of the Research Project will improve the selection process and provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Lieutenant.
- b. **Adoption and Publication of Rules.** The commission shall adopt Local Rules in accordance with this article.
- c. **Lieutenant Promotional Process To Include Research Project.**
  1. **Written Examination (100 points possible)**

A maximum of 100 points of the promotional candidate's score will be based on the multiple choice score of the written examination.
  2. **Application of Seniority Points (10 points possible)**

Each promotional candidate is entitled to receive one point for each year of seniority as a classified police officer in the Department, with a maximum of 10 points.
  3. **Review and Appeal of Written Examination**

On request, each promotional candidate is entitled to examine his/her own promotional examination and answers, the examination grading, and the source material for the examination. If dissatisfied, the candidate may appeal, within five business days, to the commission for review in accordance with 143.034 Local Government Code. Appeals to the commission under section 143.034 of the Texas



Local Government Code shall be limited to only quoted source material attributable to the referenced examination question.

**4. Continuation in Promotional Process**

Applicable seniority points will be added to each promotional candidate's raw score on the written examination for a cumulative test score (maximum 110 points). Each promotional candidate with a cumulative test score of 70 points or higher is considered to have passed the written examination and is eligible to continue in the promotional process.

**5. Promotional Test Proctor**

The Promotional Test Proctor will be the Lieutenant assigned to the Department's Office of Professional Standards, or another Lieutenant as appointed by the Department head.

**6. Candidates' Selection of Assessor Panel**

All eligible promotional candidates, as determined in subsection 4, will meet with the Promotional Test Proctor and review a list of available assessors. The candidates, by majority vote, will select the assessor panel that will consist of the following:

- a. Two (2) members of the Police Department Executive Staff;
- b. Two (2) Police Department Lieutenants;
- c. Two (2) members of the Denton Police Officer's Association Board; and
- d. Two (2) City of Denton Senior Department Supervisors.

The Department head will sit on the assessor panel and participate in the grading process for tiebreaker purposes.

**7. Selection of Research Project Topic**

Prior to the administration of the written test, the Department Executive Staff will compile at least 3 research topics involving law enforcement and/or community issues. At the conclusion of the assessor panel selection, the Promotional Test Proctor will draw a topic at random from the available list of research topics. The drawn topic will be used by all promotional candidates for the Research Project defined to include both the written exercise and oral presentation.

**8. Written Exercise (55 points possible)**

Each promotional candidate will research and prepare a written report on the research topic, including background information, current trends, identified issues, recommended course(s) of action, and the financial impact of any issues and/or recommendations. The written report will be submitted using a format provided to each candidate by the Department. The written exercise will be due no later than 5:00 pm on the 10th business day after the selection of the assessor panel.

**9. Oral Presentation (55 points possible)**

Each promotional candidate, by random draw order, will make an oral presentation of their written report to the assessor panel. The presentation will be limited to 20 minutes, with an untimed question/answer session at the conclusion of the

presentation. The presentation can include, but does not require, the use of appropriate audio/visual aids. Presentations will be scheduled beginning the 15<sup>th</sup> business day after the selection of the assessor panel. The presentation schedule will be established at the meeting when the research topic is drawn.

#### **10. Grading Matrix**

The written exercise and the oral presentation will be graded using a standard grading matrix recommended by a joint Labor Management Committee consisting of two (2) representatives appointed by the Department head and two (2) representatives appointed by the DPOA Board to the Department head. The grading matrix will be approved by the Department head and available for review by the promotional candidates prior to the written examination.

#### **11. Scoring**

Individual assessor scores (other than the Department head) for each candidate's written exercise and oral presentation will be totaled (maximum 110 possible points). The highest and lowest assessor score for each candidate will be dropped, and the remaining six (6) scores will be averaged. Average scores will be rounded to one decimal place with scores of .5 or more being rounded to the next highest level. (For example: 98.55 would be rounded to 98.6 and 98.54 would be rounded to 98.5). The average score will be the candidate's cumulative score for the Research Project.

Each promotional candidate's cumulative score from the Written Examination will be added to the candidate's cumulative score for the Research Project to determine the final promotional test score.

#### **12. Appeal or Grievance**

A promotional candidate may not grieve, appeal or dispute the Research Project component of the promotional process before an administrative or judicial body. Likewise, no grievance under this Agreement may be filed concerning the Research Project.

#### **13. Tiebreakers**

In the event of a tie between two (or more) candidate's final promotional test scores, the first tiebreaker will be the Department head's Research Project Score for each candidate. In the event of a tie in the Department head's scoring of each candidate's Research Project, the second tiebreaker will be time-in-grade for each candidate in the Sergeant Rank.

#### **14. Selection for the Lieutenant Rank**

Promotional candidates will be ranked on the eligibility list and corresponding certified list based on the final promotional score, including the resolution of any tiebreakers. The Department head shall appoint the eligible promotional candidate having the highest grade on the eligibility list unless the Department head has a valid reason for not appointing the person. A vacancy shall be filled within 60 days, if an eligibility list is in existence, or 90 days if an eligibility list does not exist after the date the vacancy occurs.

- d. **Military Duty.** The commission may adopt Local Rules providing for the efficient administration of tests for promotional candidates for Lieutenant rank who are members of the armed forces serving on active military duty as provided by section 143.032(b)(1)(2) of the Texas Local Government Code.
- e. **Appeal or Grievance.** A promotional candidate may appeal the multiple choice portion of the written examination under section 143.034 of the Texas Local Government Code as limited in subsection c (3) above but may not appeal or dispute the Research Project component of the promotional process before an administrative or judicial body. Likewise no grievance under this Agreement may be filed concerning the Research Project. The invalidation of any question or component of the written examination shall not invalidate the remainder of the Promotional process.
- f. **Statutory Override.** Sections 2(a)-(e) of the article supercede the following sections of the Texas Local Government Code: section 143.032(a) to provide for the scoring of the Research Project created under this article, sections 143.032(b)(1) and 143.032(c) to allow for the Research Project process, to allow for clarifying questions to be asked in the Research Project process and to provide for the oral presentation and question/answer, sections 143.032 (d) and (e) to expand the scope of testing and the sources of materials in the Research Project, section 143.032(f) to expand the preparation and composition allowances to include the Research Project and to provide for more time for scoring, section 143.032(g) to allow the Department Executive Staff and Department head's participation in preparing the Research Project of the promotional process, section 143.033(a) to provide for scoring of the Research Project outside the presence of the promotional candidates, section 143.033(c) to provide for the creation of the eligibility list based on both multiple choice and Research Project and for the potential score to be based on less than 100 points in the event a question is invalidated, section 143.033(d) to provide for more time to post the grades of the eligibility list, and section 143.034(a) to limit appeals only to the written examination and limit the written examination scope of appeal to quoted source material attributable to the referenced examination question.

### **Section 3. Eligibility List Forwarded at One Time for Nonentry Positions**

- a. **Intent.** This section of the article is intended to omit the administrative process of providing three names at a time and instead provide a process where all names of the persons on the eligibility list are certified and provided at once when filling a vacancy for a nonentry position in the Department.
- b. **Process.** When a vacancy occurs in a nonentry position that is not appointed by the Department head, the director, on request by the Department head or designee, shall certify to the Department head the names of the eligibility list.
- c. **Statutory Override.** Sections 3(a)-(c) of the article supercede section 143.036 of the Texas Local Government Code to allow for the entire eligibility list to be forwarded at once.

#### ARTICLE 4

##### APPOINTMENT OF PERSONNEL

All Deputy Chief and Assistant Chief positions may be filled by appointment by the Department head pursuant to the process provided for in Section 143.014 of the Texas Local Government Code. Positions in the ranks below Deputy Chief are filled under the statutory process in Section 143 except as otherwise provided in this Agreement. This article supercedes section 143.014(b) and section 143.014(c) of the Texas Local Government Code.



## ARTICLE 5

### DISCIPLINE

#### **Section 1. Limitations on Acts Not Related to Criminal Activity and Time To Investigate Charges**

In the original written statement and charges and in any disciplinary hearing conducted under this Agreement or Chapter 143, the Department head has two hundred and forty (240) days from the date the act (not related to criminal activity) occurred to discover the act. The Department head shall have one hundred and eighty (180) days from the date of discovery, as set forth in the preceding sentence, to investigate and take disciplinary action for the act (not related to criminal activity). This section shall supercede the first sentence of section 143.052(h) of the Texas Local Government Code. Nothing in these sections affects the remainder of section 143.052(h) or affects section 143.056 of the Texas Local Government Code.

#### **Section 2. Alternative Discipline**

Officers suspended up to a maximum of five (5) working days, at the Department head's discretion, may forfeit either accumulated vacation, compensatory or sick time equal to the suspension to serve the suspension with no loss of paid salary. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he or she wishes to forfeit accumulated leave or exercise his or her appeal rights pursuant to Chapter 143 Local Government Code. No appeal to the commission or to arbitration may be instituted on suspensions where the officer has forfeited accumulated vacation, compensatory or sick time pursuant to the terms of this section. The forfeited vacation, compensatory, or sick time will not constitute hours worked. This section supercedes section 143.052 and section 143.053 of the Texas Local Government Code to the extent either of those sections do not allow for the process outlined in this section.

#### **Section 3. Written Statement**

If the Department head suspends an Officer, a copy of the statement giving the reasons for the suspension shall be delivered in person by the Department head, or his/her designee, to the suspended Officer. The Department head will file the written statement with the commission director within one hundred twenty (120) hours after the hour of suspension which will deem the statement to be filed for purposes of section 143.052. Unless the Officer appeals the suspension to the commission, the Parties agree the director will not forward the written statement to the commission. This section of the article shall supercede section 143.052(c) of the Texas Local Government Code in that filing with the director will satisfy 143.052(c). This section also shall supercede 143.052(c) requiring delivery of the statement specifically by the Department head to the officer. This section supercedes section 143.052(e) of the Texas Local Government Code in that, in instances where the Officer does not choose to appeal to the commission, the written statement will only be filed with the director and not forwarded to the commission.

## ARTICLE 6

### CHANGE IN SHIFT ASSIGNMENT

The City reserves the exclusive right to determine procedures, timing and standards for all employee transfers and reassignments; provided, however, Officers shall receive at least fourteen (14) calendar days advance notice of transfer or reassignment that result in working different hours of a shift schedule. An Officer may voluntarily waive the requirement to an advance notice. In the event of an emergency the Department head or designee may require an Officer to work at any given time without the requirement of notice given to an Officer. An emergency is an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the Department head to order an Officer to work a shift other than the Officer's normal scheduled shift assignment.

## ARTICLE 7

### COMPENSATION

#### **Section 1. Base Pay Philosophy**

It is the desire of the City to recognize that the employees of the City of Denton Police Department perform their responsibilities at a level that is above the typical metroplex Police agency. As such, it is the desire of the City to maintain a pay philosophy that exceeds the average metroplex pay for Police officers while at the same time recognizing the financial limitations facing the City due to this challenging economic period.

#### **Section 2. Comparator Cities**

Arlington, Carrollton, Fort Worth, Frisco, Garland, Grand Prairie, Irving, Lewisville, McKinney, Mesquite, Plano and Richardson shall continue to be used as comparator cities for the salary survey to be conducted each year of this contract. The City and Association shall convene a Labor/Management Pay Subcommittee to perform a survey in May of each year of the Agreement upon which consideration for the proposed base salary adjustments for the following fiscal year shall be calculated. Based on the survey information of the comparator cities, the average of base pay for minimums and maximums for each rank shall be calculated and proposed for approval as a part of the budget process. Proposed increases may be limited to the average base pay percentage increase for non-civil service City employees approved by the City Council in the annual budget.

#### **Section 3. Compensation Proposal Calculation**

(a) The compensation for Police Officer/Recruit, Sergeant, Lieutenant and Captain (conditioned upon the creation of a Captain classification) shall be proposed on the basis of the following calculations:

The recommended monthly base pay scale shall be calculated by the salary survey conducted in May each year of the Agreement, utilizing the average minimum base salary and the average maximum base salary for each rank of the twelve (12) comparator cities as specified in this contract, plus five percent (5%). The recommendation will propose that the minimum and maximum base pay for each rank will receive an increase (should an increase be required) to match the survey average plus five percent (5%). The steps between the minimum and maximum steps will be recalculated to maintain equal separation between any new minimum and maximum steps.

(b) Increases recommended in subsection 3(a) may be equivalent to the average base pay increase budgeted for non-civil service City employees. Should the City Council approve a budget that does not include base pay increases for non-Civil service employees, the ranks of Police Officer/Recruit, Sergeant, Lieutenant and Captain shall not receive any base pay increase

regardless of the calculated amount necessary to reach minimum and maximum rates plus five percent (5%).

(c) Should the City Council approve a budget that includes lump sum pay increases instead of an increase to base pay to non-civil service City employees, the ranks of Police Officer/Recruit, Sergeant, Lieutenant and Captain will receive a lump sum payment equal to the average lump sum increase for non-civil service employees instead of an increase to base pay.

#### **Section 4. Funding Obligations**

Depending upon the financial forecasts, the City may implement the compensation recommendations in section 3 between the first pay period of October and the first pay period of April of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increase recommended under this Article shall be reduced.



## ARTICLE 8

### COURT TIME AND CALL BACK

**Section 1.** Officers while off duty who are called back to duty shall be paid a minimum of two (2) hours or actual time worked, whichever is greater.

**Section 2.** Officers while off duty who are required to perform phone consultations with the District Attorney's Office shall be paid a minimum of one (1) hour or actual time worked, whichever is greater.

**Section 3.** Officers while off duty who are required to give testimony in court about events arising out of their employment shall be paid a minimum of three (3) hours or actual time worked, whichever is greater.

**Section 4.** Any hours meeting established criteria for overtime compensation will be paid at one and a half (1-1/2 times) the Officer's regular rate of pay.

## ARTICLE 9

### ASSIGNMENT PAY AND SPECIALTY PAYS

#### **Section 1. Assignment Pay**

##### **a. Field Training Officer Pay**

Each Officer assigned as a Field Training Officer shall be granted pay of \$100.00 per month.

##### **b. Tactical Team Pay**

Each Officer assigned to the Tactical Team shall be granted pay of \$100.00 per month.

##### **c. Hostage Negotiator Pay**

Each Officer assigned to the Hostage Negotiator Team shall be granted pay of \$100.00 per month.

##### **d. Administrative Services Pay**

Each Officer assigned to serve as an on-call Public Information Officer or in an on-call capacity as the Department's IT Specialist shall be granted pay of \$100.00 per month.

##### **e. Traffic Unit On-Call Pay**

Each Officer assigned to the Traffic Section that is required to respond to a call back situation for periods of at least one week at a time and would be subject to discipline if they fail to answer, respond, or are unfit to respond during their assigned period, shall be granted pay of \$100.00 per month. This includes the Traffic Sergeant, who is considered to be on-call except when relieved of the duty to respond for specified periods of time.

##### **f. Criminal Investigations Bureau On-Call Pay**

Any Officer assigned to the Criminal Investigation Bureau (CIB) that is required to respond to a call back situation for periods of at least one week at a time and would be subject to discipline if they fail to answer, respond, or are unfit to respond during their assigned period, shall be granted pay of \$100.00 per month. This includes the CIB Sergeants that are assigned to an on-call rotation and are required to respond as stated above. This includes Special Operations officers who are considered to be on-call by the nature of their assignment.

##### **g. Applicability**

Officers may be granted a maximum of three (3) separate assignment pays per month from Sections (a) through (f).

## **Section 2. Specialty Pay**

### **a. Canine Pay**

Each assigned Canine Officer approved by the Department head shall be granted pay of \$100.00 per month.

### **b. Bilingual Pay**

Bilingual pay will be paid at the rate of one hundred dollars (\$100.00) per month for oral skills or the rate of one hundred fifty dollars (\$150.00) per month for oral and reading skills for Officers certified under standards established by the Chief and assigned to the bilingual program. The bilingual program shall include Spanish and any language designated by the Chief. Officers will not be paid cumulatively if they are certified in more than one language.

## **Section 3. Certification Or Education Pay**

Each Officer eligible for Certification or Education pay shall be granted either certification or education pay commencing the first pay period after: (1) submission of the proof of eligibility and, (2) verification by the Department head. Education eligibility requires successfully completed courses at an accredited college or university. If eligibility is acquired during a fiscal year, the monthly rate shall be prorated from the first day of the pay period following the date of submission of the proof of eligibility provided.

Effective the first pay period of each fiscal year, Certification or Education pay shall be as follows:

### **(a) Fiscal Year 2015-2016:**

Certification:	Intermediate—Police	\$840.00 annualized rate \$ 70.00 monthly rate
	Advanced—Police	\$1,560.00 annualized rate \$ 130.00 monthly rate
	Master—Police	\$2,280.00 annualized rate \$ 190.00 monthly rate
Education:	30 hours toward degree	\$480.00 annualized rate \$ 40.00 monthly rate
	Associates Degree	\$840.00 annualized rate \$ 70.00 monthly rate
	Bachelor's Degree	\$1,560.00 annualized rate \$ 130.00 monthly rate

Master's Degree

\$2,280.00 annualized rate

\$ 190.00 monthly rate

(b) Fiscal Year 2016-2017:

Each certification and education monthly rate shall increase by \$10.00.

(c) Fiscal Year 2017-2018:

Each certification and education monthly rate shall increase by \$10.00.

(d) Certification and education pays are not cumulative. The Officer shall receive the higher of the amounts.

#### **Section 4. Statutory Override**

Sections 1, 2 and 3 of this article supercede sections 143.041(c)(2), 143.041(C)(3), 143.041(c)(4), 143.042, 143.043 and 143.044(b) and 143.044(c) of the Texas Local Government Code to provide for the pay as outlined above.

## ARTICLE 10

### SAFETY AND HEALTH

#### **Section 1. Intent**

It is the desire of the City and the Association to recognize that physical fitness is mutually beneficial to the health and wellbeing of employees, in addition to lowering potential costs of healthcare and work related injuries and agree that a voluntary participation program for physical fitness incentive pay shall be established. The intent of this program is not to create an entitlement but to further improve the health and wellness of the Department.

#### **Section 2. Joint Committee on Physical Fitness Recommendations**

The Joint Committee on Physical Fitness shall recommend the structure of a program for an annual physical which includes a combination of a medical assessment and fitness assessment as approved by the Department head. The Joint Committee on Physical Fitness shall be comprised of: two (2) members appointed by the Association, two (2) members appointed by the Department head, and a representative from Human Resources. In addition, the Joint Committee on Physical Fitness shall make recommendations on prerequisites to participate in the program.

#### **Section 3. Tiered Performance Incentive Pay**

A prerequisite for the incentive pay requires the Officer to participate in the City's annual Health Risk Assessment (blood draw and follow up).

- a. **Superior Rating.** Effective January 1, 2016, an Officer who receives a "Superior" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of six hundred dollars (\$600) for that rating. The lump-sum payment shall be paid in the month of November following the receipt of the "Superior" rating.
- b. **Excellent Rating.** Effective January 1, 2016, an Officer who receives an "Excellent" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of five hundred dollars (\$500) for that rating. The lump-sum payment shall be paid the in the month of November following the receipt of the "Excellent" rating.
- c. **Good Rating.** Effective January 1, 2016, an Officer who receives a "Good" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of four hundred dollars (\$400) for that rating. The lump-sum payment shall be paid in the month of November following the receipt of the "Good" rating.

#### **Section 4. Evaluation**

The Joint Committee on Physical Fitness shall evaluate the program annually to determine effectiveness and shall make potential recommendations to the Department head for modifications or adjustments.

#### **Section 5. Statutory Override**

Sections 1, 2, 3 and 4 of this article supercede sections 143.041(c)(6) and 143.044(d) of the Texas Local Government Code to provide for fitness incentive pay as outlined above.

## ARTICLE 11

### CIVIL SERVICE COMMISSION

#### **Section 1. Commission**

It is the desire of the City and the Association to broaden the criteria qualifying persons eligible to serve on the commission. As a result, a person may be appointed to the commission who has held public office within the preceding three years provided that the public office held by the person was not an elected office. This article supercedes section 143.006(c)(5) of the Texas Local Government Code.

## ARTICLE 12

### LABOR/MANAGEMENT RELATIONS

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the public safety services to the community. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 3 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.



## ARTICLE 13

### CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

#### **Section 1.     Scope of Procedure**

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

#### **Section 2.     Application of Procedure**

If the Association has a dispute with the City regarding this Agreement, the Association should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department head or designee.

An Officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board. Each dispute shall be submitted in writing and must include, at minimum, the following information:

- (1) a brief statement of the dispute and facts or events on which it is based;
- (2) the section(s) of the Agreement alleged to have been violated;
- (3) the remedy or adjustment sought and;
- (4) the bargaining unit member's signature or, if filed by the Association, the signature of the Association President.

Any claim or dispute by an Officer or group of Officers under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the Officer with the Association within thirty (30) business days of the date when the Officer knew or reasonably should have known of the claim.

Disputes by the Association or an Officer shall proceed along the following steps:

**Step 1.** An aggrieved Officer must initiate a dispute with the Association Executive Board within thirty (30) business days of the date upon which the Officer knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Board within (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days after receipt of the dispute. If the Association Executive Board determines that no dispute exists, the grievance will be deemed

denied and shall need no further action taken. The Association shall notify the Department head in writing that no further proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, it shall within five (5) business days after determination submit the dispute to the Department head and proceed to Step 2 of the procedure.

**Step 2.** After receipt of the dispute, the Department head shall within thirty (30) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department head the grievance is deemed denied and will proceed to the next step as indicated.

The Department head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) business days of its receipt from the Association.

**Step 3.** If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within ten (10) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his or her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

**Step 4.** If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within ten (10) business days. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Denton.

**Step 5.** If the dispute is not resolve at Step 4, the Association shall have ten (10) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association must deliver a letter indicating its election to proceed to arbitration to the Department head.

### **Section 3. Arbitration Opinion**

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties except form this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitration, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and

claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Exhibit "A" to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his/her replacement from a mutually accepted list of three (3) arbitrators. In the event the Parties cannot mutually agree to a replacement, the remaining members of the panel will continue to serve for the duration of the Agreement.

The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

Upon written request delivered at least fourteen (14) business days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) business days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) business days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) business days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Denton and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association.

The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) business days after close of the hearing, or after receipt of post-hearing briefs if applicable.

#### **Section 4. Decision Final and Binding**

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

#### **Section 5. Mutual Extension**

All deadlines within this article may be extended by mutual agreement by the Parties.

#### ARTICLE 14

##### TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2015, and shall remain in full force and effect through September 30, 2019.

## ARTICLE 15

### SAVINGS CLAUSE AND PREEMPTION PROVISION

#### **Section 1.**

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

#### **Section 2.**

The provisions of this Agreement shall supercede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Denton, Texas; and Local Rules and Regulations of the Civil Service Commission for the City of Denton, Texas. This preemption provision is authorized by section 142.067 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superceding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

#### **Section 3. Complete Agreement Clause**

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,  
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF DENTON, TEXAS

(Approved by Denton City Council on 10th of August, 2015)

By:

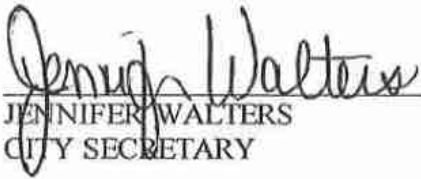


GEORGE C. CAMPBELL  
CITY MANAGER

Dated:

9/16/15

By:



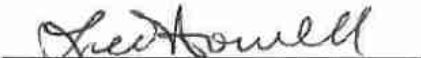
JENNIFER WALTERS  
CITY SECRETARY

Dated:

9/16/15

APPROVED:

By:



LEE HOWELL  
POLICE CHIEF

Dated:

9/15/2015

By:

  
for

ANITA BURGESS  
CITY ATTORNEY

Dated:

8/4/2015

THE DENTON POLICE OFFICERS ASSOCIATION

(Ratified by DPOA Membership on 6th of August, 2015)

By:



VIRGINIA NICHOLS  
PRESIDENT  
DENTON POLICE OFFICERS ASSOCIATION

Dated:

9/10/15

By:



BRYAN COE  
SECRETARY  
DENTON POLICE OFFICERS ASSOCIATION

Dated:

09/10/2015

EXHIBIT A

PANEL OF ARBITRATORS

Norman Bennett

Donald Goodman

John Barnard

Mark Sherman

John Allman

Louise Berman Wolitz